

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TAMARA JORDAN,

Plaintiff,

-against-

THE CITY OF NEW YORK,

Defendant.

**STIPULATION AND  
PROTECTIVE ORDER**

No. 23-CV-4962 (DLC)

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**WHEREAS**, plaintiff has sought and will seek certain documents and information from defendant City of New York in discovery in this action, which defendant deems to be confidential (“Confidential Information”); and

**WHEREAS**, defendant would object to the production of those documents and information unless appropriate protection for their confidentiality is assured.

**IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AND  
ORDERED THAT:**

1. As used herein, “Confidential Materials” shall mean all documents provided to plaintiff’s counsel by defendant’s counsel concerning current or former employees of the City of New York and the Office of Administrative Trials and Hearings (“OATH”) and all documents concerning current or former employees of the City of New York and OATH which are contained in OATH’s physical and computerized files, and the information contained therein, or any documents of nature that are maintained in the personal files of any former or current employees of the City of New York or OATH, except that such documents and information shall not be deemed “Confidential Materials” to the extent, and only to the extent, that they are (a) obtained by plaintiff from sources other than defendant, or (b) are otherwise publicly available.

2. Parties receiving Confidential Information (“receiving party”) and their attorneys shall not use the Confidential Materials received by the receiving party for any purpose other than for the preparation or presentation of their case in this action and/or any appeal thereof.

3. The receiving party nor that parties’ attorneys shall disclose the Confidential Materials to any person except under the following conditions:

- (a) Disclosure may be made only if necessary to the preparation or presentation of receiving party’s claim or defense in this action.
- (b) Disclosure before trial may be made only to an expert who has been retained or specially employed by the receiving party in anticipation of litigation or preparation for this action, to a witness at deposition, or to the Court.
- (c) Before any disclosure is made to a person listed in subparagraph (b) above (other than to the Court or court reporters retained for party and nonparty depositions), the receiving party shall provide each such person with a copy of this Stipulation and Protective Order, and such person shall consent in writing, in the form annexed hereto as Exhibit “A,” not to use the Confidential Materials for any purpose other than in connection with the prosecution of this case and not to further disclose the Confidential Materials except in testimony taken in this case. The signed consent shall be retained by the receiving party and a copy shall be furnished to the disclosing party attorneys upon their request.

4. Deposition testimony concerning any Confidential Materials that reveals the contents of such materials shall be deemed confidential, and the transcript of such testimony, together with any exhibits which contain Confidential Materials referred to therein, shall be

separately bound, with a cover page prominently marked "CONFIDENTIAL." Such portion of the transcript shall be deemed to be Confidential Materials within the meaning of this Stipulation and Protective Order.

5. If any paper which incorporates Confidential Materials or reveals the contents thereof is filed in this Court, the parties hereto may apply to the Court to seal those portions of the papers. Upon obtaining leave of the Court to file documents under seal, the Confidential Materials will be filed in accordance with the Court's procedures for E-filing sealed documents in civil cases.

6. However, where the confidential information contained in a document is not material to issues addressed in Court submissions and the parties agree that the redaction of personal, confidential and/or identifying information would be sufficient to protect the interests of parties or non-parties, the parties may file redacted documents in accordance with Judge Denise L. Cote's Individual Rules for Civil Practices, Rule 8.

7. Within thirty (30) days after the termination of this case, including any appeals, the Confidential Materials, including all copies, notes, and other materials containing or referring to information derived therefrom not constituting privileged material and/or attorney work product, shall be destroyed by the receiving party.

8. Nothing in this Stipulation and Protective Order shall be construed to limit the producing party's use of the Confidential Materials produced by the producing party in any manner.

9. Nothing in this Stipulation and Protective Order shall be construed to preclude any party from seeking, either by Stipulation or by Order of the Court, the protection of this Order for other materials reasonably deemed to be "Confidential Materials."

10. A facsimile or electronic signature on this Stipulation and Protective Order shall have the same effect as an original signature.

Dated: New York, New York  
March 29, 2024

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By: /s/ Traci Krasne  
Traci Krasne  
Assistant Corporation Counsel

**SO ORDERED:**

April 1, 2024  
Date

Denise L. Cote  
Denise L. Cote U.S.D.J.

**EXHIBIT A**

The undersigned hereby acknowledges that he/she has read the Stipulation and Protective Order entered in the United States District Court for the Southern District of New York, on \_\_\_\_\_, 2024 in the action entitled Tamara Jordan v. City of New York, 23-CV-4962 (DLC), or has been advised of its provisions or contents, and understands the terms thereof. The undersigned agrees not to use the Confidential Materials defined therein for any purpose other than in connection with the prosecution of this case, and will not further disclose the Confidential Materials except in testimony taken in this case.

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Date

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Signature

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Print Name

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Occupation